

LETTER OF AGREEMENT

This agreement, dated October 19, 1998, is made by and between Aegis Investment Partners, L.L.C., whose address is 7670 South Argonne Street, Aurora, Colorado 80016, on behalf of Venture-Vortex.com, Inc., ("Venture Vortex"), and *Pathfinder Associates LLC*, whose address is 117 E. Louisa Street, Suite 353, Seattle, WA 98102, ("PFA.")

1. **Consultation Services.** Venture Vortex hereby contracts with PFA to perform the following services in accordance with the terms and conditions set forth in this agreement: PFA will consult with the officers and employees of Venture Vortex concerning matters relating to the development and launch of Venture Vortex's web-site. PFA will implement the deliverables outlined in "Project 1", "Project 2" and "Stage 1 of Project 3" of the attached project plan to Venture Vortex.. The initial steps in the process will be refining the project timeline and outline for the proposed development project. PFA and Venture Vortex will then agree, in writing, on a more detailed description of the additional services to be performed by PFA.
2. **Terms of Agreement.** This agreement will begin October 11th, 1999 and will end December 1st, 1999. Either party may cancel this agreement on fifteen (15) days notice to the other party in writing by certified mail or personal delivery.
3. **Time Devoted by PFA.** It is anticipated PFA will spend approximately 35 hours on Project 1, 65 hours on Project 2, and 135 hours on Stage 1 of Project 3 in fulfilling its obligations under this agreement. The particular amount of time may vary from day to day or week to week. The time spent by PFA fulfilling its obligations on this project is not to exceed the aforementioned estimates without prior written authorization from Venture Vortex. Written authorization can be any of: fax, electronic mail or regular mail.
4. **Place Where Services Will Be Rendered.** PFA will perform most services in accordance with this agreement at a location of PFA's discretion. Additionally, PFA will perform services on the telephone and at such other places as necessary to perform these services in accordance with this agreement. Both parties understand and agree that Stages 2 and 3 of Project 3 will entail PFA performing some services at the office of Venture Vortex.
5. **Payment to PFA.** Venture Vortex will pay PFA at a rate of \$150 per hour. PFA will submit an itemized statement setting forth the time spent, services rendered, material costs and third party services retained, and Venture Vortex will pay PFA the amounts due as indicated by statements submitted by PFA within thirty (30) days of receipt, or else Venture Vortex will be assessed penalties at a rate of 1% per month of the outstanding balance owed.
6. **Material Costs and Hosting Fees.** This agreement will cover hours worked but not materials and third party services which may include hosting fees, software purchases, and other out-of-pocket expenses. Any purchase or expense in excess of \$500 must be approved by Venture Vortex prior to PFA incurring such expense and Venture Vortex will bear full responsibility for that cost.

7. PFA as Independent Contractor. Both Venture Vortex and PFA agree that PFA will act as an independent contractor in the performance of its duties under this agreement. Accordingly, PFA shall be responsible for payment of all taxes including Federal, State and local taxes arising out of PFA's activities in accordance with this agreement, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fee as required.
8. Confidential Information. PFA agrees that any information received by PFA during any furtherance of PFA's obligations in accordance with this agreement, which concerns the personal, financial or other affairs of Venture Vortex will be treated by PFA in full confidence and will not be revealed to any other persons, firms or organizations. In addition, Venture Vortex will retain ownership of code and any new customized programming developed by PFA in fulfilling the terms of this agreement.

By: _____
For the Venture Vortex, Inc.

Signature

By: _____
For Pathfinder Associates, LLC